

UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF WISCONSIN  
GREEN BAY DIVISION

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**DENNIS CLAYBROOKS,**  
1825 South Telulah Ave.  
Appleton, WI 54915

Plaintiff,

Case No. 21-cv-752

vs.

**EATON CORPORATION,**  
Registered Agent:  
CT Corporation System  
301 S. Bedford Street, Suite 1  
Madison, WI 53703

and

**EATON CORPORATION LONG TERM DISABILITY PLAN,**  
Registered Agent:  
CT Corporation System  
301 S. Bedford Street, Suite 1  
Madison, WI 53703

Defendants.

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**COMPLAINT**

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The Plaintiff, Dennis Claybrooks, by Hawks Quindel, S.C., for his complaint against the above-named Defendants, hereby states as follows:

**PARTIES**

1. Plaintiff is an adult resident of the State of Wisconsin and currently resides in Appleton, Wisconsin.

2. Defendant, Eaton Corporation Long Term Disability Plan (“the Plan”), on information and belief is a self-funded employee welfare benefit plan subject to ERISA as amended, that has been in effect since at least January 1, 2019 and continues to the present time.

3. Defendant, Eaton Corporation (“Employer”), is a corporation organized under the laws of Ohio, licensed to do business in Wisconsin.

4. On information and belief, Employer administers the Plan and pays claims arising thereunder.

### **JURISDICTION & VENUE**

5. As described more fully below, this is an action by a participant in an employee welfare benefit plan governed by ERISA to recover benefits due under the terms of the Plan pursuant to ERISA § 502(a)(1)(B).

6. Jurisdiction over this action is conferred upon this court because the claims herein arise under ERISA.

7. Venue is proper in the Eastern District of Wisconsin pursuant to ERISA § 502(e)(2) and 28 U.S.C. § 1391(b) because a substantial part of the events and omissions giving rise to these claims occurred in this district and, because, in substantial part, the breaches asserted herein took place in this district.

8. Plaintiff’s administrative remedies have been exhausted as a condition precedent to filing this action.

### **FACTS**

9. Plaintiff is a former General Laborer for Eaton Corporation.

10. During the course of Plaintiff's employment, he became eligible for certain employee benefits, including the long-term disability insurance ("LTDI") coverage provided by the Plan.

11. Plaintiff ceased working on May 16, 2019 due to post traumatic headaches and chronic back and shoulder pain.

12. Plaintiff's LTDI benefit is worth approximately \$1,447.33 per month.

13. Defendants denied Plaintiff's LTDI benefits claim in its entirety.

14. Defendants were responsible for paying Plaintiff's LTDI benefits.

15. Plaintiff timely appealed Defendants' denial of Plaintiff's benefits claim.

16. Plaintiff submitted complete medical documentation in support of his disability as part of the appeal.

17. Plaintiff submitted all information requested by the Defendants.

18. Defendants failed to consider the issues raised in Plaintiff's appeal.

19. Defendants ignored clear medical evidence of Plaintiff's medical conditions and disability.

20. Defendants did not perform a "full and fair review" of Plaintiff's claim.

21. Defendants failed to notify Plaintiff of the additional material necessary in order for Plaintiff to perfect Plaintiff's claim and an explanation of why that material was necessary.

22. Defendants failed to adequately explain why it rejected specific evidence in Plaintiff's file.

23. Defendants failed to engage in a meaningful dialogue with Plaintiff.

24. Defendants failed to adequately explain its reasons for denying Plaintiff benefits.

25. Defendants conducted a selective review of Plaintiff's medical records.

26. Defendants failed to adequately assess Plaintiff's employability before determining that Plaintiff is not sufficiently disabled to qualify for benefits.

27. At all times material to this complaint, Plaintiff has remained disabled as defined by the Plan.

28. At all times material to this case, the Plan has remained in full force and effect.

29. Defendants' denial of Plaintiff's claim LTDI benefits caused Plaintiff to suffer the loss of benefits and to incur expenses.

**FIRST CAUSE OF ACTION:**  
**DENIAL OF BENEFITS IN VIOLATION OF**  
**SECTION 502(a)(1)(B) OF ERISA**

30. The preceding paragraphs are reincorporated by reference as though set forth here in full.

31. Plaintiff has been and remains disabled, as that term is defined by the Plan.

32. Pursuant to *Firestone Tire & Rubber Co. v. Bruch*, 489 U.S. 101, 115 (1989), the proper standard of review is de novo as the Plans have not granted the administrator discretionary authority to determine eligibility for benefits or to construe the Plan terms.

33. Defendants wrongfully denied LTDI benefits due to Plaintiff.

34. Alternatively, if the arbitrary and capricious standard of review applies, then Defendants arbitrarily and capriciously denied Plaintiff benefits.

35. Defendants interpreted and applied the terms and conditions of the Plans in a manner that is inconsistent with the plain language contained therein.

36. Upon information and belief, Defendants inconsistently interpreted the terms and conditions of the Plans from one case to the next.

37. Defendants' denial of Plaintiff's LTDI benefits was "downright unreasonable."

38. For these and other reasons, Defendants wrongfully denied Plaintiff's claim for LTDI benefits and Plaintiff is entitled to said benefits pursuant to § 502(a)(1)(B) of ERISA.

**WHEREFORE** the Plaintiff, Dennis Claybrooks, demands judgment from the Defendants for the following:

- A. Payment of all retroactive LTDI benefits owed to Plaintiff under the terms and conditions of the Plans;
- B. Prejudgment interest;
- C. Reasonable attorney's fees and costs related to the action; and
- D. Such other and further relief that the Court deems just and equitable.

Dated: this 17th day of, June 2021.

**HAWKS QUINDEL, S.C.**

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